

TRANSFER AGREEMENT
GLOBAL ROAD SAFETY FACILITY – PHASE 3 MULTI-DONOR TRUST FUND
(TRUST FUND NO. TF073163)
DISBURSEMENT TRUST FUND No. TF0B7084

TRANSFER AGREEMENT (hereinafter the “Agreement”) between the International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank”), acting as trustee of the Global Road Safety Facility – Phase 3 Multi-Donor Trust Fund (Trust Fund No. TF073163) (the “Trust Fund”), and the European Bank for Reconstruction and Development (“EBRD”, and together with the Bank, collectively, the “Parties” and each a “Party”) through a disbursement trust fund No. TF0B7084.

PREAMBLE

WHEREAS, the Trust Fund has been established through trust fund administration agreements/arrangements (the “Administration Agreements/Arrangements”) between the Bank and each of the donors (collectively, the “Donors”) contributing funds to the Trust Fund;

WHEREAS, pursuant to the Administration Agreements/Arrangements, Multilateral Development Entities (as such term is defined therein) may access Trust Fund resources to carry out activities to help achieve the Trust Fund’s objectives;

WHEREAS, EBRD is named in the Administration Agreements/Arrangements as an eligible Multilateral Development Entity under the Trust Fund, and in such a capacity wishes to access Trust Fund resources in accordance with the terms of this Agreement;

WHEREAS, the Trust Fund’s Facility Executive Board has approved an allocation of funds to EBRD for the activities to be implemented by EBRD as contemplated in its funding request for the implementation of child-friendly speed management around schools in Azerbaijan; and

WHEREAS, the Bank and EBRD now wish to enter into this Agreement relating to the arrangements for the transfer of Trust Fund resources to EBRD and the administration and use of such resources by EBRD.

NOW, THEREFORE, the Bank and EBRD hereby agree as follows:

1. DEFINITIONS

1.1. Capitalized terms used herein, but not otherwise defined in this Agreement, shall have the meanings ascribed to them in the Administration Agreements/Arrangements.

2. TRANSFER OF FUNDS BY THE BANK

2.1. Promptly following the effectiveness of this Agreement, EBRD shall submit to the Bank a cash transfer request (the “Cash Transfer Request”), requesting for the Bank to transfer the allocation approved by the Facility Executive Board (the “Allocation”) in the amount of sixty thousand United States dollars (US\$ 60,000) to EBRD. The Cash Transfer Request shall: (i) be substantially in the form attached hereto as Annex A (Form of Cash Transfer Request); (ii) contain all necessary information therein; and (iii) be signed by an Authorized Signatory (as defined below).

2.2. Upon receipt of the complete Cash Transfer Request from EBRD, and subject to availability of resources in the Trust Fund, the Bank shall transfer the amount of the Allocation in United States dollars from the Trust Fund to EBRD in one lump sum.

2.3. Transfer of Trust Fund funds from the Bank to EBRD under this Section 2 shall be made to the depository account designated by EBRD in the relevant Cash Transfer Request in United States dollars unless otherwise agreed by the Bank.

2.4. Upon transfer of funds, the Bank shall have no responsibility, fiduciary or otherwise, for the use of Trust Fund funds transferred and activities carried out therewith, nor shall it have any responsibility for collection of any funds due to EBRD from any recipient of Trust Fund funds or any other entities. EBRD shall be responsible for reporting to the Facility Executive Board on the use of Trust Fund funds transferred to it (including on any collection of funds from any recipient of Trust Fund funds or any other entities) and its activities carried out therewith as set out in paragraph 5.2 and Section 6 below. The Bank does not assume any responsibility or liability towards any third party as a result of the use by EBRD of, or implementation of any activities funded with, the Trust Fund funds transferred to EBRD.

3. ADMINISTRATION OF FUNDING ACCOUNT BY EBRD

3.1. Except as provided under paragraph 3.2 below, EBRD agrees that the Trust Fund funds transferred to it under this Agreement shall be kept separate and apart from the funds of EBRD (including notably ordinary capital resources and Special Fund resources as defined or referred to in the Agreement Establishing the EBRD) in a dedicated account maintained and administered by EBRD (the “Funding Account”) in accordance with its policies and procedures. EBRD shall maintain separate records and ledger accounts in respect of the funds deposited in the Funding Account and disbursements made therefrom.

3.2. In order to assist in the defrayment of the costs of administration and other expenses incurred by EBRD under this Agreement, EBRD may deduct from the amount of Allocation transferred to it, and retain for its own account, an amount equal to six per cent (6%) of the Allocation amount.

3.3. Subject to the terms of this Agreement, EBRD may invest all funds in the Funding Account in accordance with the policies and procedures of EBRD concerning the investment of donor funds in respect of which it acts as trustee. Investment income earned on the investment of funds transferred to EBRD (except for investment income earned on the investment of funds retained by EBRD for its own account pursuant to paragraph 3.2 above) shall be held by EBRD in the Funding Account until the Bank requests EBRD to return it to the Bank into such account as the Bank may designate. EBRD shall maintain a record of any such income and report such information to the Trustee pursuant to paragraph 6.2 below.

3.4. EBRD may convert Trust Fund funds received by it in the Funding Account into other currencies to facilitate their administration in accordance with the policies and procedures of EBRD. EBRD shall not be responsible in respect of any foreign exchange losses in connection therewith and may use the Trust Fund funds to pay any negative interest or foreign exchange losses incurred with respect to the Funding Account. Unless an additional Allocation is made by the Facility Executive Board, EBRD shall not be entitled to receive any additional funding from the Trust Fund to cover any shortfalls where, as a result of exchange rate fluctuations, the funds transferred prove to be insufficient to complete activities contemplated under the funding request based on which an Allocation has been made.

4. USE OF FUNDS BY EBRD

4.1. Subject to other terms of this Agreement, EBRD shall be responsible for the use of funds transferred by the Bank and the activities carried out therewith in accordance with:

- (a) EBRD's policies and procedures, including but not limited to its procurement, financial management, disbursement and safeguard policies, its framework to prevent and combat fraud and corruption and its screening procedures to prevent the use of Trust Fund funds to finance terrorist activities, and
- (b) the applicable terms and conditions under which the Allocation has been made, including:
 - (i) the purpose for which the funds have been provided, and
 - (ii) the applicable decision of the Facility Executive Board, including the approval of the funding request based on which the Allocation has been made.

4.2. EBRD shall use reasonable measures, in accordance with its policies and procedures, to ensure that the Trust Fund funds provided to it are: (i) not used for the purpose of any payment, if such payment is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, and (ii) used for the intended purposes and not diverted to terrorists or their agents in line with EBRD member countries' obligations to give effect to the relevant decisions of the Security Council taken under Chapter VII of the Charter of the United Nations. The Parties acknowledge that this provision does not create any obligations of EBRD under the anti-terrorist financing and asset control laws, regulations, rules and executive orders of an individual member country that may apply to an EBRD member country.

4.3. If any Trust Fund funds transferred to EBRD are not used in accordance with the terms of this Agreement, EBRD shall take necessary actions within its control to address the matter, including, in accordance with its policies and procedures, using reasonable efforts to recover, and return to the Bank, the funds that were misused. For the avoidance of doubt, if any such funds were misused due to the action of a third party without gross negligence or willful misconduct on the part of EBRD, EBRD shall not be required to return any such funds, which are not recovered by EBRD notwithstanding its reasonable efforts.

4.4. Promptly after the Closing Date (as defined below) or the termination of this Agreement, whichever is earlier, EBRD shall return to the Bank, to such account as the Bank may designate, any remaining Trust Fund funds which were transferred to EBRD under this Agreement, but for which no further expenditure or disbursement is due to be incurred or made by EBRD (including, but not limited to, due to a completion, cancellation or amendment of relevant activities for which the relevant Allocation was made) ("Unused Funds"). Pending return to the Bank, EBRD shall hold any Unused Funds in the Funding Account, and report them to the Bank under Section 6 below.

5. EXERCISE OF CARE

5.1. EBRD shall perform its functions as contemplated in this Agreement, and shall exercise the same degree of care and diligence in the discharge of its functions under this Agreement as it exercises with respect to the administration and management of its own resources or any other funds administered by EBRD as trustee, as applicable.

5.2. Subject to the terms of this Agreement, EBRD shall do any and all such acts as may be necessary or appropriate for the proper administration of the Funding Account, and shall be responsible for reporting to the Facility Executive Board on the use of Trust Fund funds transferred to EBRD and delivery of activities financed by them, in accordance with the terms of this Agreement.

5.3. EBRD acknowledges and agrees that:

- (a) if the Facility Executive Board reasonably determines through its decision by consensus and after consultation with EBRD that EBRD has failed to comply with its obligations under this Agreement to a material extent, then EBRD and the Facility Executive Board shall agree on timely and appropriate measures to be taken to resolve the matter. If the Facility Executive Board and EBRD fail to agree on measures to be taken, or EBRD fails to take relevant measures, as may be agreed between the Facility Executive Board and EBRD, then the Facility Executive Board may instruct the Bank, upon thirty (30) days prior written notice, to suspend the cash transfer of Trust Fund funds under any Allocation to EBRD, until such time as the measures have been taken;
- (b) any Donor may review or evaluate activities financed by the Trust Fund resources transferred to EBRD at any time up to closure of the Funding Account; provided that: (a) the Donor shall have agreed with EBRD on the scope and conduct of such review or evaluation, (b) unless otherwise agreed by EBRD, EBRD has received confirmation from the relevant Donor that all associated costs, including any costs incurred by EBRD, will be borne by the Donor, and (c) EBRD shall provide all relevant information within the limits of EBRD's applicable policies and procedures. It is understood that any such review or evaluation will not constitute a financial, compliance or other audit of the Funding Account;
- (c) Notwithstanding paragraph 6.2 below, if any Donor wishes to request, on an exceptional basis, a separate external audit of a financial statement of the Funding Account by EBRD's external auditor, EBRD and the requesting Donor shall first consult as to whether such an external audit is necessary. Following: (i) agreement between EBRD and the Donor on the scope and terms of reference of such audit, and (ii) unless otherwise agreed between the Donor and EBRD, receipt by EBRD of confirmation from the Donor that the costs of such audit, including the internal costs of EBRD with respect to such audit, will be borne by the Donor; EBRD shall arrange for such external audit in accordance with EBRD's policies and procedures; and
- (d) if any Donor becomes aware of information that indicates that any Trust Fund resources transferred to EBRD are not used for intended purposes, such Donor may notify the Facility Executive Board and the Bank of such information so that the Facility Executive Board may consult with EBRD and/or take an action as set forth in paragraph 5.3(a) above.

5.4. For the avoidance of doubt, notwithstanding any suspension of the cash transfer of Trust Fund funds under any Allocation to EBRD under paragraph 5.3(a) and/or paragraph 6.6, all of the provisions of this Agreement shall continue in full force and effect except as specifically provided in this Agreement.

6. RECORDS AND REPORTING

6.1. EBRD shall, in accordance with its rules, policies and procedures, maintain books, records, documents and other evidence in accordance with its usual accounting procedures to substantiate sufficiently the use of the Trust Fund funds transferred to it.

6.2. EBRD shall provide the following financial information to the Facility Executive Board, through the Bank, prepared in accordance with the accounting and reporting procedures of EBRD and provided in a form and means agreed upon with the Bank:

- (a) Within thirty (30) calendar days after June 30 of each year, an annual unaudited financial report for the activities for which the Allocation to EBRD was made;
- (b) Within thirty (30) calendar days after June 30 of each year, an annual unaudited financial report of the Funding Account;
- (c) Within six (6) months after the Closing Date (or within six (6) months after termination of this Agreement, if earlier), a final unaudited financial report of the Funding Account, certified by EBRD's Comptroller (or equivalent); and
- (d) Such other periodic financial reports for the activities for which the Allocation to EBRD was made, as may be agreed upon by the Bank and the Facility Executive Board following consultation with EBRD.

6.3. Unless the Bank and EBRD agree otherwise, all financial reports provided under this Agreement shall be expressed in United States dollars.

6.4. EBRD shall provide the Facility Executive Board, through the Bank, with progress reports for activities funded with Trust Fund funds as follows:

- (a) Within thirty (30) calendar days after June 30 of each year, an annual report on the progress of the implementation of the activities for which the Allocation to EBRD was made, with reference to the results framework for the Trust Fund agreed between the Bank and the Donors as well as with the results framework for the activities for which such Allocation was approved; and
- (b) A final report on the implementation of the activities for which the Allocation to EBRD was made within six (6) months following the completion of such activities, the Closing Date, or termination of this Agreement, whichever is earlier.

6.5. EBRD shall provide the Bank with a list containing the names and signatures of the authorized officers of EBRD (each, an "Authorized Signatory"), substantially in the form attached to this Agreement as Annex B (Form of Authorized Signatory Letter), as such list shall be revised from time to time as necessary and kept current at all times.

6.6 If EBRD fails to provide to the Bank any financial or other required information in accordance with paragraphs 6.2 through 6.4 above, the Bank shall promptly notify EBRD in writing of such non-compliance. If the non-compliance has continued for a period of not less than thirty (30) calendar days after the written notification from the Bank, the Bank shall inform the Facility Executive Board of the non-compliance by EBRD so that the Facility Executive Board may consult with EBRD and/or take an action as set forth in paragraph 5.3(a) above.

7. NOTICES

7.1. All communications concerning this Agreement shall be made to the relevant person at the address, facsimile number, telephone number or electronic mail address as set out below, or at such other addresses or numbers as may be designated from time to time by that Party to the other in writing for that purpose.

(a) For the Bank:

International Bank for Reconstruction and Development and International Development Association, as trustee of the Global Road Safety Facility – Phase 3 Multi-Donor Trust Fund
1818 H Street, NW
Washington, DC 20433
U.S.A.

Attention: Sudeshna Mitra
Transport Specialist, Global Road Safety Facility
Transport Infrastructure GP

Telephone: +1 (202) 473-4873
Facsimile: +1 (202) 522-3223
E-mail: smitra5@worldbank.org

(b) For EBRD:

Camilla Otto
Director
Donor Co-Financing
European Bank for Reconstruction and Development
One Exchange Square
London EC2A 2JN
United Kingdom

Telephone: +22 20 7338 7266
Facsimile: +44 20 7338 6538
E-mail: ottoc@ebrd.com

8. DISCLOSURE; DISPUTE RESOLUTION

8.1. The Bank and EBRD agree that this Agreement will be made publicly available, and that any other information related to this Agreement in the Bank's possession, including information submitted to the

Bank by EBRD under this Agreement, may be made publicly available or disclosed by the Bank in accordance with its policies and procedures.

8.2. EBRD and the Bank, in coordination with the Facility Executive Board, shall use their best efforts to amicably settle any dispute, controversy or claim arising out of or relating to this Agreement.

8.3. Nothing in this Agreement shall be considered a waiver, renunciation or other modification of any privileges, immunities or exemptions of the Bank or EBRD under their respective constituent document, international convention or any applicable law, all of which are expressly reserved.

9. EFFECTIVENESS; AMENDMENT

9.1. This Agreement shall become effective on the date when the last of the Parties signs.

9.2. This Agreement may be amended at any time by the written agreement of the Bank and EBRD.

9.3. This Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto.

10. CLOSING DATE; TERMINATION

10.1. Unless otherwise agreed between the Parties, on the earlier of:

- (a) the Closing Date, which shall be November 30, 2022; and
- (b) the expiry of the notice period of a termination notice provided in accordance with paragraph 10.2 below;

and provided that all obligations of the Parties under this Agreement have been fully performed (including, for the avoidance of doubt, the return of investment income by EBRD as contemplated under paragraph 3.3, the return of Unused Funds by EBRD in accordance with paragraph 4.4 and the fulfillment of EBRD's reporting obligations pursuant to Section 6), this Agreement shall terminate.

10.2. At any time before the Closing Date, either Party may terminate this Agreement upon sixty (60) days' prior written notice to the other Party. Upon receipt of such a notice by either Party, EBRD shall take all appropriate actions for winding up its affairs in relation to any outstanding financial rights and/or obligations incurred by EBRD in an expeditious and reasonable manner.

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11. EXECUTION IN COUNTERPARTS

11.1 This Agreement may be executed in any number of counterparts, each of which when signed will constitute a duplicate original and all of which taken together shall constitute one and the same instrument.

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT AND
INTERNATIONAL DEVELOPMENT ASSOCIATION, as trustee of the Global Road Safety
Facility – Phase 3 Multi-Donor Trust Fund**

By: Riccardo Puliti Date: 20-Oct-2021
Name: Riccardo Puliti
Title: Regional Director

EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT

By: Camilla Otto Date: 21-Oct-2021
Name: Camilla Otto
Title: Director Donor Co-Financing EBRD

Annex A
Form of Cash Transfer Request

[EBRD's Letterhead]

[Date]

[Bank contact details]

**Re: Disbursement Trust Fund No. TF0B7084 – Global Road Safety Facility – Phase 3
Multi-Donor Trust Fund – European Bank for Reconstruction and Development
Transfer Agreement – Cash Transfer Request**

Dear Sir or Madam:

Reference is made to the Transfer Agreement between the International Bank for Reconstruction and Development and the International Development Association (the “Bank”), as trustee of the Global Road Safety Facility – Phase 3 Multi-Donor Trust Fund (TF No. 073163) (the “Trust Fund”) and the European Bank for Reconstruction and Development, effective on _____ (the “Agreement”).

Pursuant to Section 2 of the Agreement, EBRD hereby requests the Bank to transfer US\$ _____ [amount of Funds] from the Trust Fund to EBRD for EBRD’s use in accordance with the terms of the Agreement.

Bank Account Details for receipt of the funds:

Bank account name:
Bank account number:
Bank name:
Bank address:
Bank SWIFT code:
Routing instructions:

Intermediary Bank details, if any, for receipt of the funds:

Bank account number:
Bank name:
Bank address:
Bank SWIFT code:
Routing instructions, if any:

Sincerely,

EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT

[Name of Authorized Signatory]

[Title of Authorized Signatory]

Annex B
Form of Authorized Signatory Letter

[EBRD's Letterhead]

[Date]

[Bank contact details]

Re: Disbursement Trust Fund No. TF0B7084 – Global Road Safety Facility – Phase 3 Multi-Donor Trust Fund – European Bank for Reconstruction and Development Transfer Agreement – Authorized Signatory

Dear Sir or Madam:

Reference is made to the Transfer Agreement between the International Bank for Reconstruction and Development and the International Development Association, as trustee of the Global Road Safety Facility – Phase 3 Multi-Donor Trust Fund (the “Trust Fund”) and the European Bank for Reconstruction and Development (“EBRD”), dated _____ (the “Agreement”). For the purposes of the Agreement, any one of the persons whose authenticated specimen signatures appear below is authorized on behalf of EBRD to sign any request or report under the Agreement:

[Name], [Position] Specimen Signature: _____

[Name], [Position] Specimen Signature: _____

[Name], [Position] Specimen Signature: _____

Sincerely,

EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT

[Name of Authorized Signatory]

[Title of Authorized Signatory]